



PTO/SB/81 (01-09)
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POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	10/896,817
	Filing Date	October 30, 2003
	First Named Inventor	Hien K. Le
	Title	Facilitating Software ...
	Art Unit	2191
	Examiner Name	Satish Rampuria
	Attorney Docket Number	98056/276

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.
OR
☒ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith: 31013

OR
☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.
OR
☐ The address associated with Customer Number:

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		

I am the:

☐ Applicant/Inventor.
OR
☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) (Form PTO/SB/96) submitted herewith or filed on _____

SIGNATURE of Applicant or Assignee of Record			
Signature	<i>Kenneth G. Gerdsmeyer</i>	Date	<i>7/28/09</i>
Name	<i>Kenneth Gerdsmeyer</i>	Telephone	<i>615-882-7351</i>
Title and Company	<i>Vice President, Delta Development LLC</i>		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 2 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: BearingPoint, Inc.

Application No./Patent No.: 10/696,817

Filed/Issue Date: October 30, 2003

Titled: Facilitating Software Engineering and Management in Connection with a Software Development Project
- According to a Process that is Compliant with a Qualitatively Measurable Standard

Deloitte Development LLC

, a Delaware Limited Liability Company

(Name of Assignee):

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Hien K. Le

To: BearingPoint, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 014658, Frame 0275, or for which a copy thereof is attached.

2. From: BearingPoint, Inc.

To: Deloitte Development LLC

The document was recorded in the United States Patent and Trademark Office at

Reel TBD, Frame TBD, or for which a copy thereof is attached.

3. From: _____

To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Kenneth J. Gerdesmeier
Signature

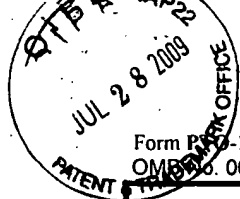
Kenneth Gerdesmeier
Printed or Typed Name

7/28/09
Date

Vice President
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

BearingPoint, Inc.

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 8, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Deloitte Development LLC

Internal Address: _____

Street Address: 4022 Sells Drive

City: Hermitage

State: TN

Country: US Zip: 37076

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/696,817

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Richard L. Moss, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 1177 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: (212) 715-9100

Fax Number: (212) 715-8000

Email Address: rmoss@kramerlevin.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

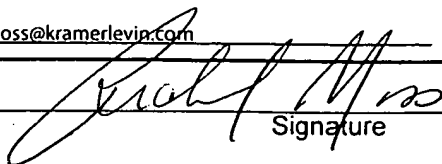
- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

June 11, 2009

Date

Richard L. Moss

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EV697325879US

BEARINGPOINT AMERICAS, INC.
BEARINGPOINT GLOBAL OPERATIONS, INC.
BE NEW YORK HOLDINGS, INC.
METRIUS, INC.
OAD GROUP, INC.
BEARINGPOINT SOUTHEAST ASIA LLC
12 NORTHWEST LLC
BEARINGPOINT, LLC
12 MID ATLANTIC LLC
BEARINGPOINT BG, LLC
BEARINGPOINT ENTERPRISE HOLDINGS, LLC
PELOTON HOLDINGS, LLC
BEARINGPOINT RUSSIA, LLC
BEARINGPOINT PUERTO RICO, LLC
BEARINGPOINT ISRAEL, LLC
BEARINGPOINT SOUTH PACIFIC, LLC
DALLAS PROJECT HOLDINGS LIMITED
OAD ACQUISITION CORP.
BEARINGPOINT GLOBAL, INC.
SOFTLINE CONSULTING AND INTEGRATORS INC.
SOFTLINE ACQUISITION CORP.
BEARINGPOINT INTERNATIONAL I, INC.
BEARINGPOINT USA, INC.
BEARINGPOINT LP

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 8, 2009, between BearingPoint, Inc., a Delaware corporation ("BearingPoint"), and each of the Subsidiaries of BearingPoint that are signatories hereto (BearingPoint and each of the Subsidiaries of BearingPoint that are signatories hereto are sometimes herein referred to collectively as "Assignors" and, individually, as an "Assignor"), and Deloitte Development LLC, a Delaware limited liability company ("Assignee"). For purposes of this Agreement, each of Assignee and Assignors shall constitute a "Party" and, collectively, shall constitute the "Parties".

WHEREAS, Deloitte LLP, a Delaware limited liability partnership (the "Buyer") and Assignors are parties to an Asset Purchase Agreement (as amended, the "Purchase Agreement"), dated as of March 23, 2009. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring from Assignors the Business IP, including all of Assignors' rights, title and interest in, to and under the patents and patent applications set forth on Annex A attached hereto, and the inventions and improvements disclosed in the aforesaid patents and patent applications including without limitation all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates and utility models (all of the aforesaid patents, patent applications, inventions and improvements being hereinafter collectively referred to as the "Patents").

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the Parties hereby agree as follows:

1. Assignment. Assignors hereby assign, convey and transfer to Assignee, and Assignee hereby receives, all of Assignors' rights, title and interest in, to and under the Patents, including without limitation the right to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringement of, or for improper, unlawful or unfair use or disclosure or other violation of, the Patents.
2. Purposed for Recordation. This Agreement has been executed and delivered by Assignors to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the Parties hereby authorize the PTO or other such governing authority to record this Agreement.
3. Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference.
4. Further Assurances. From time to time after the Closing, without additional consideration, Assignors hereto will (or, if appropriate, cause their Affiliates to) execute and deliver such further instruments and take such other action as may be necessary or reasonably requested by Assignee to effectuate the assignment and transfer of the Patents.
5. Attorney-in-Fact. Assignors hereby appoint Assignee as their attorney-in-fact, with full authority in the place and stead of Assignors, and in the name of Assignors, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Patents.

6. Facsimile Signature; Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

7. Governing Law. This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of New York applicable to agreements made and fully performed within the State of New York.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, by their respective authorized representatives,
have caused this Agreement to be executed as of the Closing Date.

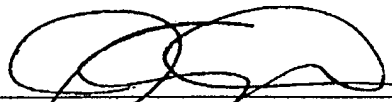
DELOITTE DEVELOPMENT LLC

By: Ken Gerdesmeier
Name: Ken Gerdesmeier
Title: Vice President

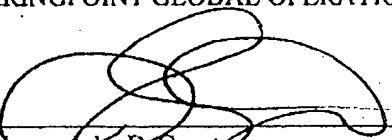
BEARINGPOINT, INC.

By: 
Name: F. Edwin Harbach
Title: Chief Executive Officer

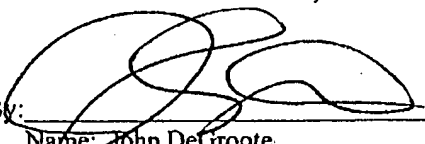
BEARINGPOINT AMERICAS, INC.

By: 
Name: John DeGroote
Title: Director

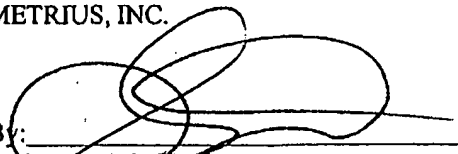
BEARINGPOINT GLOBAL OPERATIONS, INC.

By: 
Name: John DeGroote
Title: Director

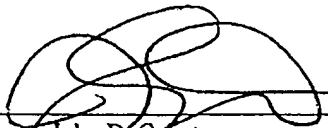
BE NEW YORK HOLDINGS, INC.

By: 
Name: John DeGroote
Title: Director

METRIS, INC.


By: 
Name: John DeGroote
Title: Director

OAD GROUP, INC.

By: 
Name: John DeGroot
Title: Director


BEARINGPOINT SOUTHEAST ASIA LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroot
Title: Vice President & Secretary

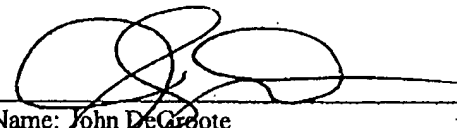
I2 NORTHWEST LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroot
Title: Vice President & Secretary


BEARINGPOINT, LLC

By: BearingPoint, Inc., its Sole Member

By: 
Name: John DeGroot
Title: Executive Vice President & Chief Legal Officer


I2 MID ATLANTIC LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary

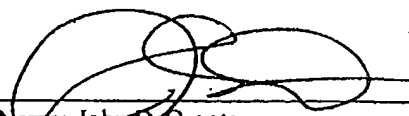
BEARINGPOINT BG, LLC

By: BearingPoint Global Operations, Inc., its Sole Member

By: 
Name: John DeGroote
Title: Director


BEARINGPOINT ENTERPRISE HOLDINGS, LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary


PELTON HOLDINGS, LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary


BEARINGPOINT RUSSIA, LLC

By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary

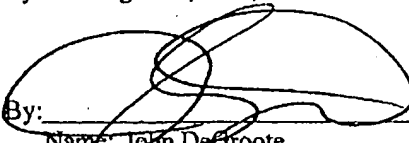
BEARINGPOINT PUERTO RICO, LLC

By: BearingPoint Americas, Inc., its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary


BEARINGPOINT ISRAEL, LLC

By: BearingPoint, LLC, its Sole Member


By: 
Name: John DeGroote
Title: Vice President & Secretary

BEARINGPOINT SOUTH PACIFIC, LLC

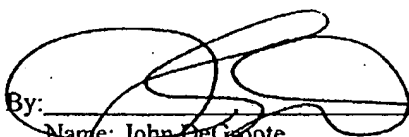
By: BearingPoint, LLC, its Sole Member

By: 
Name: John DeGroote
Title: Vice President & Secretary


• DALLAS PROJECT HOLDINGS LIMITED

By: 
Name: John DeGroot
Title: Director


OAD ACQUISITION CORP

By: 
Name: John DeGroot
Title: Director

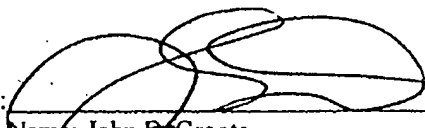
BEARINGPOINT GLOBAL, INC.

By: 
Name: John DeGroot
Title: Director

SOFTLINE CONSULTING AND INTEGRATORS
INC.

By: 
Name: John DeGroot
Title: Director

SOFTLINE ACQUISITION CORP.

By: 
Name: John DeGroot
Title: Director

BEARINGPOINT INTERNATIONAL I, INC.

By: 

Name: John DeGroote

Title: Director

BEARINGPOINT USA, INC.

By: 

Name: John DeGroote

Title: Director

BEARINGPOINT L.P

By: BearingPoint Canada Holding I, its General
Partner

By: 

Name: John DeGroote

Title: Vice President & Secretary

ANNEX A

PATENTS

Description	Owner of Record	Region	Patent or Application Number	Priority Date
Facilitating Software Engineering and Management in Connection with a Software Development Project According to a Process that is Compliant with a Qualitatively Measurable Standard	BearingPoint, Inc.	U.S.	10/696,817 20040093584 (U.S.)	10/31/02



"Express Mail" mailing label

Number : EV636008838US

Date of Deposit: July 28, 2009

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Dawn Cirigliano

Name

Dawn Cirigliano

Signature